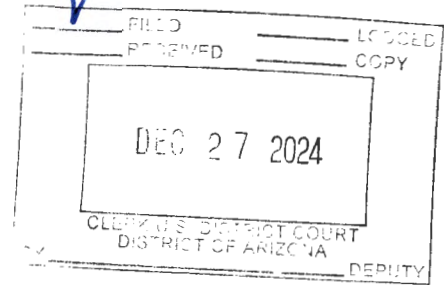


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2 District of Arizona  
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Assistant U.S. Attorney  
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9 Attorneys for Plaintiff



10 IN THE UNITED STATES DISTRICT COURT  
11 FOR THE DISTRICT OF ARIZONA

12 United States of America,  
13 Plaintiff,  
14 vs.  
15 Julian Canastillo,  
16 Defendant.

CR 22-1857-001-TUC-JCH(BGM)  
Plea Agreement

17 The United States of America and the defendant, Julian Canastillo, agree to the  
18 following disposition of this matter:

19 PLEA

20 The defendant agrees to plead guilty to Counts Two through Seven of the  
21 Superseding Indictment, charging the defendant with violations of Title 18, United States  
22 Code, Section and 554(a), Smuggling Goods from the United States, a felony offense, and  
23 Count 50 of the Superseding Indictment, charging the defendant with one count of violating  
24 Title 18, United States Code, Sections 922(g)(1) and 924(a)(2), Possession of a Firearm by  
25 a Convicted Felon. The defendant also agrees to the Forfeiture Allegation of the  
26 Superseding Indictment. The government agrees to dismiss the remaining counts of the  
27 Superseding Indictment against the defendant at the time of sentencing.  
28

ELEMENTS OF THE CRIME

**The essential elements of Smuggling Goods from the United States are that:**

- (A) The defendant knowingly attempted to export from the United States any merchandise, article, or object; and
- (B) The exportation of the merchandise, article, or object was contrary to any law or regulation of the United States.
- (C) The defendant knew the exportation of the merchandise, article, or object was contrary to any law or regulation of the United States.

**The essential elements of Possession of a Firearm by a Convicted Felon are that:**

- (A) The defendant knowingly possessed a firearm;
- (B) At the time the defendant possessed a firearm, he had been previously convicted of a crime punishable by imprisonment for a term exceeding one year;
- (C) At the time the defendant possessed the firearm, he knew he had been previously convicted of a crime punishable by imprisonment for a term exceeding one year; and
- (d) The firearm affected commerce in that it was previously transported into the State of Arizona from another state or foreign country.

STIPULATIONS, TERMS AND AGREEMENTS

The defendant understands the guilty plea is conditioned upon the following terms, stipulations, and requirements:

Maximum Penalties: The defendant understands and agrees that the maximum penalty for Smuggling Goods from the United States and Possession of a Firearm by a Convicted Felon is a fine of \$250,000, a maximum term of ten (10) years imprisonment, or both, and a maximum term of three (3) years supervised release.

The defendant agrees to pay a fine unless the defendant establishes the applicability of the exceptions contained in § 5E1.2(e) of the Sentencing Guidelines.

1 Special Assessment: The defendant understands that in accordance with Title 18,  
2 United States Code, Section 3013, upon entry of judgment of conviction, there shall be  
3 assessed a \$100.00 special assessment for each felony count.

4 Immigration consequence: The defendant recognizes that pleading guilty may have  
5 consequences with respect to his immigration status if the defendant is not a citizen of the  
6 United States. Under federal law, a broad range of crimes are removable offenses,  
7 including the offense(s) to which the defendant is pleading guilty. Removal and other  
8 immigration consequences are the subject of a separate proceeding, however, and the  
9 defendant understands that no one, including the defendant's attorney or the district court,  
10 can predict to a certainty the effect of the defendant's conviction on the defendant's  
11 immigration status. The defendant nevertheless affirms that he wants to plead guilty  
12 regardless of any immigration consequences that this plea may entail, even if the  
13 consequence is the defendant's automatic removal from the United States.

14 Agreement Regarding Sentencing:

15 a. Pursuant to Fed. R. Crim. P. 11(c)(1)(C), and U.S.S.G. §§ 2K2.1(a)(3),  
16 2M5.2(a)(1), 3B1.1(a), 3E1.1(a) and (b), and 5K2.21, the United States and the defendant  
17 stipulate and agree that the defendant's sentence shall be a binding range of **60-96 months**  
18 **of imprisonment**, to be followed by a term of supervised release to be determined by the  
19 Court, a money judgment in the amount of \$80,866.39 (as detailed below in the Agreement  
20 as to Forfeiture), and a special assessment of \$700.00.

21 b. Either party may argue for any departure or variance in support of a lawful  
22 sentence within the stipulated range listed above. Neither party may argue for a sentence  
23 outside of the stipulated range listed above. If the Court sentences the defendant to more  
24 than **96 months** imprisonment, the defendant shall have the right to withdraw from this  
25 agreement. If the Court sentences the defendant to less than **60 months** imprisonment, the  
26 government shall have the right to withdraw from this agreement.

27 ///

1           c.     Assets and Financial Responsibility. The defendant shall make a full  
2 accounting of all assets in which the defendant has any legal or equitable interest. The  
3 defendant shall not (and shall not aid or abet any other party to) sell, hide, waste, spend, or  
4 transfer any such assets or property before sentencing, without the prior approval of the  
5 United States (provided, however, that no prior approval will be required for routine, day-  
6 to-day expenditures). The defendant also expressly authorizes the United States Attorney's  
7 Office to immediately obtain a credit report as to the defendant in order to evaluate the  
8 defendant's ability to satisfy any financial obligation imposed by the Court. The defendant  
9 also shall make full disclosure of all current and projected assets to the U.S. Probation  
10 Office immediately and prior to the termination of the defendant's supervised release or  
11 probation, such disclosures to be shared with the U.S. Attorney's Office, including the  
12 Financial Litigation Unit, for any purpose. Finally, the defendant shall participate in the  
13 Inmate Financial Responsibility Program to fulfill all financial obligations due and owing  
14 under this agreement and the law.

15           d.     Acceptance of Responsibility. If the defendant makes full and complete  
16 disclosure to the U.S. Probation Office of the circumstances surrounding the defendant's  
17 commission of the offense, and if the defendant demonstrates an acceptance of  
18 responsibility for this offense up to and including the time of sentencing, the United States  
19 will recommend a two-level reduction in the applicable Sentencing Guidelines offense  
20 level pursuant to U.S.S.G. § 3E1.1(a). If the defendant has an offense level of 16 or more,  
21 the United States will move the Court for an additional one-level reduction in the applicable  
22 Sentencing Guidelines offense level pursuant to U.S.S.G. § 3E1.1(b).

23           e.     The defendant understands and agrees that this plea agreement contains all  
24 the terms, conditions and stipulations regarding sentencing. If the Court departs from the  
25 terms and conditions set forth in this plea agreement, either party may withdraw.

26           f.     If the Court, after reviewing this plea agreement, concludes any provision is  
27 inappropriate, it may reject the plea agreement and allow the defendant an opportunity to  
28 withdraw the defendant's guilty plea, all pursuant to Rule 11(c)(5) and Rule 11(d)(2)(A),

1 Fed. R. Crim. P.

2 g. The defendant understands that if the defendant violates any of the conditions  
3 of the defendant's supervised release, the supervised release may be revoked. Upon such  
4 revocation, notwithstanding any other provision of this agreement, the defendant may be  
5 required to serve an additional term of imprisonment or the defendant's sentence may  
6 otherwise be altered.

7 h. The defendant and the government agree that this agreement does not in any  
8 manner restrict the actions of the government in any other district or bind any other United  
9 States Attorney's Office.

10 i. This plea agreement is contingent on the guilty pleas of all co-defendants in  
11 this case. If any of the co-defendants do not plead guilty, the government reserves the right  
12 to withdraw from the plea agreement.

13 Disclosure of Information to U.S. Probation:

14 The defendant understands the government's obligation to provide all information  
15 in its file regarding the defendant to the United States Probation Office.

16 The defendant understands and agrees to cooperate fully with the United States  
17 Probation Office in providing:

18 a. All criminal history information, i.e., all criminal convictions as defined  
19 under the Sentencing Guidelines.

20 b. All financial information, i.e., present financial assets or liabilities that relate  
21 to the ability of the defendant to pay a fine or restitution.

22 c. All history of drug and alcohol abuse which would warrant a treatment  
23 condition as part of sentencing.

24 d. All history of mental illness or conditions which would warrant a treatment  
25 condition as part of sentencing.

26 Reinstitution of Prosecution:

27 If the defendant's guilty plea is rejected, withdrawn, vacated, or reversed by any court in a  
28 later proceeding, the government will be free to prosecute the defendant for all charges as



to which it has knowledge, and any charges that have been dismissed because of this plea agreement will be automatically reinstated. In such event, the defendant waives any objections, motions, or defenses based upon the Speedy Trial Act or the Sixth Amendment to the Constitution as to the delay occasioned by the later proceedings.

AGREEMENT AS TO FORFEITURE

a. The defendant admits that he smuggled the following firearms from the United States into the Republic of Mexico:

Line #	Firearms	Serial Number	Price
1	Glock 19, 9mm caliber pistol	BDLN847	\$ 499.99
2	FN, Scar 17S, 7.62 x51mm rifle	H1C14149	\$ 4,199.99
3	Glock 17 Gen 5 9mm pistol	BSWH415	\$ 499.99
4	Kalashnikov USA KR103 7.62x39mm rifle	K3R0004134	\$ 999.99
5	Century Arms BFT47 7.62x39mm rifle	BFT47001515	\$ 799.99
6	Glock 45 9mm pistol	BWDN786	\$ 499.99
7	Glock 17 GEN 4 9mm pistol	BCPT812	\$ 479.99
8	Pioneer Arms Hellpup 7.62x39mm pistol	PAC1170143	\$ 749.99
9	Zastava ZPAP M70 7.62x39mm rifle	Z70-119924	\$ 899.99
10	Palmetto State Armory PSAK47 7.62x39mm rifle	AKB059605	\$ 699.99
11	Romarm/Cugir Micro Draco 7.62x39mm pistol	ROA22PMD-30087	\$ 899.99
12	Century Arms VSKA 7.62x39mm rifle	SV7P007535	\$ 799.99
13	Century Arms VSKA 7.62x39mm rifle	SV7107888	\$ 799.99
14	Colt Carbine 5.56x45mm rifle	CR082902	\$ 999.99
15	FN, M249S 5.56x45mm rifle	M249SA02406	\$ 9,526.41

1	16	Century Arms VSKA 7.62x39mm rifle	SV7113669	\$ 799.99
2	17	Century Arms VSKA 7.62x39mm rifle	SV7116793	\$ 799.99
3	18	Glock 19X 9mm pistol	BWSY473	\$ 499.99
4	19	Smith & Wesson M&P15 5.56x45mm rifle	TS89297	\$ 699.99
5	20	Pioneer Arms Sporter 7.62x39mm rifle	PAC169483	\$ 749.99
6	21	Keltec PMR30 .22 pistol	WYD412	\$ 349.99
7	22	Glock G19X 9mm pistol	BWG2430	\$ 499.99
8	23	Century Arms Draco 7.62x39mm pistol	SV7P008074	\$ 899.99
9	24	Glock 17Gen5 9mm pistol	BVGE302	\$ 499.99
10	25	Glock 19X 9mm pistol	BVHZ284	\$ 549.99
11	26	Glock 45 9mm pistol	BUEY467	\$ 599.99
12	27	Colt M4 Carbine 5.56x45mm rifle	CR802104	\$ 1,199.99
13	28	Romarm/Cugir Micro Draco 7.62x39mm pistol	Z1PMD-27128	\$ 1,029.99
14	29	Colt M4 Carbine 5.56x45mm rifle	CR714915	\$ 1,199.99
15	30	Glock 17Gen5 9mm pistol	ABPV835	\$ 549.86
16	31	Century Arms VSKA 7.62x39mm rifle	SV7072962	\$ 799.99
17	32	Glock 17Gen5 9mm pistol	BVSY452	\$ 582.49
18	33	FN M249S 5.56x45mm rifle	M249SA02328	\$ 8,699.99
19	34	Glock 45 9mm pistol	BWVL185	\$ 499.99
20	35	Glock 17 9mm pistol	ACYR898US	\$ 499.99
21	36	Pioneer Arms Hellpup 7.62x39mm pistol	APC1165015	\$ 699.99
22	37	Keltec PMR 30 .22 pistol	WY5Y61	\$ 349.99
23	38	Wise Lite Arms RPD 7.62x39mm rifle	WLA212D00233	\$ 2,599.99
24	39	Barrett 82A1 .50BMG rifle	AA011543	\$ 8,999.99
25	40	FN M249S 5.56x45mm rifle	M2495A02402	\$ 8,699.99
26	41	Ohio Ordnance Works M240SLR .380 rifle	240690	\$ 14,148.00
27				
28				
	<b>Total</b>			<b>\$80,866.39</b>

1 (hereinafter "Firearms Not Seized") in violation of Title 18, United States Code, Sections  
2 554(a), 922(g)(1), and 924(a)(2).

3 b. Further the defendant admits that the government can prove the total value  
4 of the Firearms Not Seized amounts to \$80,866.39 in U.S. currency.

5 c. The defendant further admits that the Firearms Not Seized represents  
6 property involved in the commission of the offense for which the defendant is pleading  
7 guilty, and are therefore forfeitable pursuant to Title 18, United States Code, Section  
8 924(d), and Title 28, United States Code, Section 2461(c).

9 d. The defendant admits that the Firearms Not Seized have been transferred,  
10 sold to, or deposited with a third party, or placed beyond the jurisdiction of the court and  
11 are no longer available for forfeiture as described in Title 21, United States Code, Section  
12 853(p)(1).

13 e. The defendant knowingly and voluntarily agrees to the entry of a judgment  
14 equal to the value of the Firearms Not Seized, that is, \$80,866.39 in U.S. currency, as a  
15 substitute asset in lieu of, and in satisfaction of, the forfeiture of the Firearms Not Seized,  
16 as authorized by Title 21, United States Code, Section 853(p)(2), as incorporated by Title  
17 28, United States Code, Section 2461(c).

18 f. The defendant agrees to pay in full \$80,866.39 in United States currency,  
19 via cashier's checks in consecutive monthly installments, made payable to United States  
20 Marshals Service, Sandra O'Connor Courthouse, Suite 270, Attention: Asset Forfeiture,  
21 401 W. Washington St., SPC-64, Phoenix, Arizona 85003-2159.

22 g. In the event that the defendant does not remit the cashier's checks totaling  
23 the amount of \$80,866.39 in United States currency to the government, the defendant  
24 knowingly and voluntarily agrees, that pursuant to Title 21, United States Code, Section  
25 853(p), the United States will seek forfeiture of any other property of said defendant, up  
26 to the value of the Firearms Not Seized (\$80,866.39 in United States currency), including  
27 but not limited to all property, both real and personal, owned by the defendant.  
28



1           h.     The defendant acknowledges that failure to pay on or satisfy the \$80,866.39  
2 in United States currency judgment could allow for referral of the debt to the United  
3 States Department of Treasury for the purpose of collecting debts through the Treasury  
4 Offset Program. Under this program, the Department of Treasury will reduce or withhold  
5 any eligible Federal payments by the amount of the debt. This “offset” process is  
6 authorized by the Debt Collection Act of 1982, as amended by the Debt Collection  
7 Improvement Act of 1996 and the Internal Revenue Code.

8           i.     The defendant knowingly and voluntarily agrees to consent to the entry of  
9 orders of forfeiture for the Firearms Not Seized, or any assets that are related to satisfying  
10 the \$80,866.39 in United States currency, or any other assets, or seized property that are  
11 related to satisfying the forfeiture, covered by this agreement. The defendant waives the  
12 requirements of Federal Rules of Criminal Procedure, Rule 32.2 regarding notice of the  
13 forfeiture in the charging instrument, announcement of the forfeiture at sentencing, and  
14 incorporation of the forfeiture in the judgment.

15           j.     The defendant knowingly and voluntarily agrees to waive all interest in the  
16 Firearms Not Seized, and other property that may be seized in this case, in any  
17 administrative, civil or criminal judicial proceeding, whether state or federal, which may  
18 be initiated.

19           k.     The defendant acknowledges that he understands that the forfeiture of  
20 assets is part of the sentence that may be imposed in this case and waives any failure by  
21 the Court to advise him of this, pursuant to Federal Rule of Criminal Procedure  
22 11(b)(1)(J), at the time his guilty plea is accepted.

23           l.     The defendant knowingly and voluntarily agrees to waive all constitutional,  
24 legal, and equitable defenses to all constitutional and statutory challenges in any manner  
25 (including direct appeal, habeas corpus, any jeopardy defense or claim of double  
26 jeopardy, or any other means), and knowingly and voluntarily agrees to waive any claim  
27 or defense under the Eighth Amendment to the United States Constitution, including any  
28

1 claim of excessive fine or punishment, to any forfeiture carried out in accordance with  
2 this plea agreement on any grounds.

3 m. The defendant knowingly and voluntarily agrees to hold the United States,  
4 its agents and employees harmless from any claims whatsoever in connection with any  
5 seizure or forfeiture of the assets, or forfeiture of any other property that is related to  
6 satisfying the \$80,866.39 in United States currency, covered by this agreement.

7 n. The defendant knowingly and voluntarily agrees and understands that the  
8 forfeiture of the assets carried out in accordance with this plea agreement including any  
9 payment made by the defendant to satisfy the \$80,866.39 in United States currency, shall  
10 not be treated as satisfaction of any assessment, fine, restitution, cost of imprisonment, or  
11 any other penalty this Court may impose upon the defendant in addition to the forfeiture.

12 o. The defendant agrees that the forfeiture provisions of this agreement are  
13 intended to, and will, survive him, notwithstanding the abatement of any underlying  
14 criminal conviction after the execution of this agreement. The forfeitability of any  
15 particular property pursuant to this agreement shall be determined as if defendant had  
16 survived, and that determination shall be binding on defendant's heirs, successors, and  
17 assigns until the agreed forfeiture is collected in full.

18 p. The defendant shall receive credit for payments made by co-defendants  
19 listed below for the amounts listed below:

20	1. Carlos Martinez	\$4,699.98
21	2. Omar Trujillo, Jr.	\$28,656.19
22	3. Nicolas Meraz	\$17,762.23
23	4. Cory Creasia	\$34,447.97

24 Waiver of Defenses and Appeal Rights:

25 The defendant waives any and all motions, defenses, probable cause determinations,  
26 and objections that the defendant could assert to the information or indictment, or to the  
27 petition to revoke, or to the Court's entry of judgment against the defendant and imposition  
28 of sentence upon the defendant providing the sentence is consistent with this agreement.

1 The defendant further waives: (1) any right to appeal the Court's entry of judgment against  
 2 defendant; (2) any right to appeal the imposition of sentence upon defendant under Title  
 3 18, United States Code, Section 3742 (sentence appeals); (3) any right to appeal the district  
 4 court's refusal to grant a requested variance; (4) any right to collaterally attack defendant's  
 5 conviction and sentence under Title 28, United States Code, Section 2255, or any other  
 6 collateral attack; and (5) any right to file a motion for modification of sentence, including  
 7 under Title 18, United States Code, Section 3582(c) (except for the right to file a  
 8 compassionate release motion under 18 U.S.C. § 3582(c)(1)(A) and to appeal the denial of  
 9 such a motion). The defendant acknowledges that this waiver shall result in the dismissal  
 10 of any appeal or collateral attack the defendant might file challenging his conviction or  
 11 sentence in this case. If the defendant files a notice of appeal or a habeas petition,  
 12 notwithstanding this agreement, the defendant agrees that this case shall, upon motion of  
 13 the government, be remanded to the district court to determine whether the defendant is in  
 14 breach of this agreement and, if so, to permit the government to withdraw from the plea  
 15 agreement. This waiver shall not be construed to bar a claim by the defendant of  
 16 "prosecutorial misconduct" (as that term is defined by Section II.B of Ariz. Ethics Op. 15-  
 17 01 (2015)) or a claim by the defendant of ineffective assistance of counsel.

#### 18 Plea Addendum

19 This written plea agreement, and any written addenda filed as attachments to this  
 20 plea agreement, contain all the terms and conditions of the plea. Any additional  
 21 agreements, if any such agreements exist, shall be recorded in separate documents and may  
 22 be filed with the Court under seal. Accordingly, additional agreements, if any, may not be  
 23 in the public record.

#### 24 WAIVER OF DEFENDANT'S RIGHTS AND FACTUAL BASIS

##### 25 Waiver of Rights

26 I have read each of the provisions of the entire plea agreement with the assistance  
 27 of counsel and understand its provisions. I have discussed the case and my constitutional  
 28 and other rights with my attorney. I understand that by entering my plea of guilty I will be

1 giving up my rights to plead not guilty, to trial by jury, to confront, cross-examine, and  
2 compel the attendance of witnesses, to present evidence in my defense, to remain silent  
3 and refuse to be a witness against myself by asserting my privilege against self-  
4 incrimination -- all with the assistance of counsel -- and to be presumed innocent until  
5 proven guilty beyond a reasonable doubt.

6 I agree to enter my guilty plea as indicated above on the terms and conditions set  
7 forth in this agreement.

8 I have been advised by my attorney of the nature of the charges to which I am  
9 entering my guilty plea. I have further been advised by my attorney of the nature and range  
10 of the possible sentence.

11 My guilty plea is not the result of force, threats, assurances or promises other than  
12 the promises contained in this agreement. I agree to the provisions of this agreement as a  
13 voluntary act on my part, rather than at the direction of or because of the recommendation  
14 of any other person, and I agree to be bound according to its provisions.

15 I fully understand that, if I am granted probation or placed on supervised release by  
16 the court, the terms and conditions of such probation/supervised release are subject to  
17 modification at any time. I further understand that, if I violate any of the conditions of my  
18 probation/supervised release, my probation/supervised release may be revoked and upon  
19 such revocation, notwithstanding any other provision of this agreement, I may be required  
20 to serve an additional term of imprisonment or my sentence may otherwise be altered. I  
21 agree that any Guidelines Range referred to herein or discussed with my attorney is not  
22 binding on the court and is merely an estimate.

23 I agree that this written plea agreement contains all the terms and conditions of my  
24 plea and that promises made by anyone (including my attorney), and specifically any  
25 predictions as to the guideline range applicable, that are not contained within this written  
26 plea agreement are without force and effect and are null and void.

27 I am satisfied that my defense attorney has represented me in a competent manner.

28 I am fully capable of understanding the terms and conditions of this plea agreement.

1 I am not now on or under the influence of any drug, medication, liquor, or other intoxicant  
2 or depressant, which would impair my ability to fully understand the terms and conditions  
3 of this plea agreement.

4 Factual Basis:

5 I agree that the following facts accurately describe my conduct in connection with  
6 the offense to which I am pleading guilty; and, that if this matter were to proceed to trial,  
7 the government could prove the elements of the offense beyond a reasonable doubt based  
8 on the following facts:

9 Prior to December 28, 2021, I, Julian Canastillo, was convicted of a crime  
10 punishable by a term of imprisonment exceeding one year. This included a  
11 2018 conviction in Pima County (Arizona) Superior Court for Robbery. I  
12 was present when I was convicted and sentenced for this crime, and I was  
aware I had this conviction and that I could have been sentenced to a term of  
imprisonment exceeding one year in custody for this conviction.

13 From a date unknown to September 9, 2022, I was the leader of an  
14 international firearms trafficking conspiracy. As part of this conspiracy, on  
multiple occasions between December 28, 2021, and September 9, 2022, in  
15 the District of Arizona, I, Julian Canastillo, exited the United States and  
entered Mexico, while possessing five (5) FMK Firearms 9C1 Gen 2 9mm  
16 pistols, ten (10) Palmetto State Armory PSAK47 7.62x39mm rifles, two (2)  
Pioneer Arms Hellpup 7.62x39mm pistols, one (1) Palmetto State Armory  
17 PA-15 multi caliber receiver, and one (1) Zastava ZPAP M70 7.62x39mm  
rifle.

18 I knew it was unlawful to take the firearms into Mexico, and I intended to  
smuggle the firearms into Mexico. The firearms that I smuggled and intended  
19 to export to Mexico are designated on the United States Commerce Control  
List as prohibited by law for export from the United States into Mexico  
20 without a valid license. Neither I nor any other individual involved in the  
attempted export of the prohibited items had a license or any other lawful  
21 authority to export the items from the United States into Mexico.

22 On or about April 5, 2022, in the District of Arizona, I knowingly possessed  
a Barrett model 82A1 .50 caliber rifle. I knowingly possessed the firearm,  
23 and I had the power and intention to control it. The firearm was manufactured  
outside the state of Arizona, and thus affected interstate or foreign commerce.  
24

25  
26 12 / 27 / 24  
27 Date

Julian Canastillo  
Julian Canastillo  
Defendant

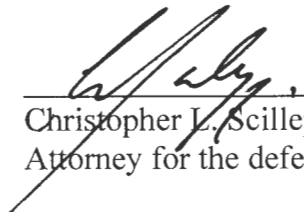


**DEFENSE ATTORNEY'S APPROVAL**

I have discussed this case and the plea agreement with my client, in detail and have advised the defendant of all matters within the scope of Fed. R. Crim. P. 11, the constitutional and other rights of an accused, the factual basis for and the nature of the offense to which the guilty plea will be entered, possible defenses, and the consequences of the guilty plea including the maximum statutory sentence possible and Defendant's waiver of his right to appeal. I have further discussed the sentencing guideline concept with the defendant. No assurances, promises, or representations have been given to me or to the defendant by the United States or by any of its representatives which are not contained in this written agreement.

I concur in the entry of the plea as indicated above and on the terms and conditions set forth in this agreement as in the best interests of my client. I agree to make a bona fide effort to ensure that the guilty plea is entered in accordance with all the requirements of Fed. R. Crim. P. 11.

12/27/24  
Date

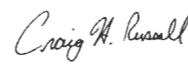
  
Christopher L. Scilleppi, Esq.  
Attorney for the defendant

**GOVERNMENT'S APPROVAL**

I have reviewed this matter and the plea agreement. I agree on behalf of the United States that the terms and conditions set forth are appropriate and are in the best interests of justice.

GARY M. RESTAINO  
United States Attorney  
District of Arizona

\_\_\_\_\_  
Date

  
Digitally signed by CRAIG  
RUSSELL  
Date: 2024.12.23 11:29:12 -07'00'  
\_\_\_\_\_  
CRAIG H. RUSSELL  
Assistant U.S. Attorney